

Little Traverse Bay Bands of Odawa Indians

Tribal Government



Employee Handbook

TABLE OF CONTENTS

<u>Policy</u>	<u>Page</u>	<u>Effective Date</u>	<u>Revision</u>
I. EMPLOYMENT			
A. Hiring Policies	3	7/4/04	
B. Hiring Process For Temporary Positions	5	7/4/04	
C. Hiring Process For Full-Time Employees	5	7/4/04	
D. Salary and Wage	7	7/4/04	
E. Background, Fingerprinting, Licensing	7	7/4/04	
F. Employment Reference Checks	8	7/4/04	
G. Responding To Employment Reference Checks	8	7/4/04	
H. Probationary Period	8	7/4/04	
I. Transfers	9	7/4/04	
J. Resignations	10	7/4/04	
K. Employment Termination	10	7/4/04	
L. Access To Personnel Files	10	7/4/04	
M. Reporting Personal Data Changes	11	7/4/04	
II. EMPLOYEE BENEFITS AND COMPENSATION PROGRAM			
A. Insurance Benefits & Retirement Plans	11	7/4/04	
B. Leaves Of Absence	13	7/4/04	
C. Holidays	20	7/4/04	
D. Traditional Leave	21	7/4/04	
III. TIMEKEEPING & PAYROLL			
A. Timekeeping	21	7/4/04	
B. Work Schedules	22	7/4/04	
C. Attendance	23	7/4/04	
D. Pay Deductions	23	7/4/04	
E. Paydays	24	7/4/04	
F. Pay Corrections	24	7/4/04	
G. Over Time	25	7/4/04	
H. Flex Time	25	7/4/04	
I. Emergency Closing	25	7/4/04	
IV. EMPLOYEE DEVELOPMENT & ENHANCEMENT			
A. Performance Evaluation	26	7/4/04	
B. Annual Monetary Compensation	26	7/4/04	
V. EMPLOYEE HEALTH & WELFARE			
A. Drug And Alcohol Use	26	7/4/04	
VI. EMPLOYEE CONDUCT & WORK PROVISIONS			
A. Business Conduct	27	7/4/04	
B. Business Ethics	28	7/4/04	
C. Confidentiality	28	7/4/04	
D. Conflict Of Interest	28	7/4/04	
E. Political Activity	28	7/4/04	
F. Appearance	29	7/4/04	
G. Smoking	29	7/4/04	
H. Visitors In The Workplace	29	7/4/04	
I. Safety	30	7/4/04	
J. Security Inspections	30	7/4/04	
K. Employee Relations	31	7/4/04	
L. Workplace Violence Prevention	31	7/4/04	
M. Complaints Against Employees By Non-Empl.	31	7/4/04	
N. Telephone, Cell Phone And Mail Systems	31	7/4/04	
O. Use Of Equipment And Vehicles	32	7/4/04	
P. Computer Usage	32	7/4/04	
Q. Return Of Property	33	7/4/04	
R. Media/Public Statements	33	7/4/04	
S. Letters Of Support To Other Agencies	33	7/4/04	
VII. HARASSMENT	33	7/4/04	
VIII. PROGRESSIVE DISCIPLINE	35	7/4/04	
IX. DISCIPLINARY ACTIONS	36	7/4/04	
TERMINATION OR REDUCTION IN PAY GRIEVANCE	40	7/4/04	

INTRODUCTORY STATEMENT

This handbook is designed to acquaint you with the Little Traverse Bay Bands of Odawa Indians (LTBB) Government Operations and provide you with information about working conditions, employee benefits, and some of the situations affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the LTBB to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As the LTBB continues to grow, the need may arise and the LTBB Tribal Council reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will, of course, be notified of such changes to the handbook as they occur. Any such changes will be communicated to the employees before any action can be taken following an elimination or addition to a portion of the handbook.

MISSION STATEMENT

The mission of the LTBB Tribal Operations is to insure quality leadership by providing excellent programs and services while maintaining the unique cultural heritage and integrity of the individual and tribal community.

PHILOSOPHY

The Tribal Government can only be as good as the people who help provide the services. We strive to employ the best qualified people in accordance with the Tribal Preference Statute, and encourage everyone to reach their highest potential. Our philosophy is to treat all employees in a fair manner and with the same level of courtesy and dignity as the members we serve.

ORGANIZATION AND ADMINISTRATION

The Tribal Council of the Little Traverse Bay Bands of Odawa Indians is authorized to represent and provide leadership responsibilities on behalf of the Tribe's members, according to the terms and limitations defined in the Tribal Constitution.

The Tribal Administrator is responsible for the day-to-day administration of Tribal programs and services, and for carrying out any and all administrative duties as may be directed by the Tribal Chairman. The Tribal Council has delegated the Tribal Administrator and the Human Resources Director to implement and administer these personnel policies and procedures on behalf of the Tribal Council.

LITTLE TRAVERSE BAY BANDS OF ODAWA INDIANS (LTBB)

EMPLOYEE HANDBOOK

PERSONNEL ADMINISTRATIVE POLICIES

The LTBB Employee Handbook provides for all LTBB Governmental employees except Regulatory Departmental personnel, Tribally-owned corporations or other Tribally-owned Enterprise personnel.

As a sovereign nation, LTBB retains its inherent authority to change this policy at anytime.

I. EMPLOYMENT

A. HIRING POLICIES

In accordance with Waganakising Odawak Statute 2002-04 Indian Preference in Tribal Employment, training and advancement opportunities within the Tribal Government will be offered to the most qualified individual without regard to race, religion, color, ancestry, gender, age, marital status, sexual orientation or national origin.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

1. Tribal Preference

All governmental job openings shall be open to Indian applicants. Non-Indians may be hired by signing an Employment Agreement, for a period not to exceed two (2) years of continuous employment, in cases where no qualified Indian applicants are available. LTBB reserves the right to grant an employment preference for hiring and promoting to the following persons in the order described:

- a) Members of the Little Traverse Bay Bands of Odawa Indians
- b) Enrolled members of other federally recognized North American Indian Tribes

2. Qualified Applicant

A person who meets the minimum qualifications of the job posting, work experience, background, abilities or level of education completed.

3. Determination of the Most Qualified Applicants

The person whose educational background, abilities and work experience are most closely related to the job title, job description and duties to be performed shall be considered the most qualified applicant. This will be determined through the

verification of education and past work experience and the results of an interview conducted by an interview committee (see Section C. Hiring Process, subsection 5).

4. Indian Hiring

In cases where a qualified Indian applicant and a qualified non-Indian applicant are considered for the same position, the qualified Indian applicant will be hired.

In cases where 2 or more qualified Indians are considered for the same position, an LTBB member will be hired. Otherwise the most qualified Indian applicant will be hired for the position.

In all other cases, the most qualified applicant will be hired. This is not intended for non-qualified applicants to be interviewed or hired for posted positions.

5. Discrimination Policy

LTBB prohibits discrimination in recruitment, selection, appointment, training, compensation or any aspect of Personnel Administration. No person shall be discriminated against because of age, sex, or physical disability in any conditions of employment except where age, sex or freedom from physical disabilities constitutes a bona fide occupational qualification.

6. Tribal Council Members As Employees

No person shall be employed in Tribal Government who is serving on the Tribal Council.

7. Nepotism

The employment of an immediate family member(s) in the same department may cause serious conflicts, with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships. Immediate family for the purposes of this policy provision shall mean husband, wife, son, daughter, step-son, step-daughter, father, step-father, father in-law, mother, step-mother, mother in-law, brother, step-brother, brother in-law, sister, step-sister, sister in-law, child, step-child.

a) Anyone who is directly related to, or living with a candidate for any position within the Tribal Operations, shall not be involved in the interview or selection for that position.

b) Relatives of persons currently employed by the LTBB may be hired only if they will not be working directly for or supervising an immediate family member. LTBB employees cannot be transferred into such a reporting relationship.

- c) In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the Supervisor, in consultation with the Human Resources Director, the Program Director, and Tribal Administrator, provide corrective action through reassignment or termination from employment.

8. Outside Employment

If the employee's supervisor determines your outside work interferes with performance or the ability to meet the requirements of the job, the employee may be required to terminate the outside employment if the employee wishes to remain in their present position.

9. Dual Employment

- a) Governmental Employees of LTBB shall not work as Enterprise Employees. Enterprise Employees of LTBB shall not work as Governmental Employees.
- b.) No governmental employee, may work for any Tribal entity which operates under the same Federal Identification number as the Tribal Government.

B. HIRING PROCESS FOR TEMPORARY POSITIONS

Human Resources shall periodically recruit individuals who are interested in filling temporary employment positions within the Tribe. Temporary employment positions will require the approval of the Program Director, the Tribal Administrator and the Human Resources Director. The Human Resources Director will determine the wage scale for the "temporary pool" employee.

C. HIRING PROCESS FOR FULL-TIME EMPLOYEES

1. The Departmental Director/Program Manager shall initiate the hiring process by providing information to the Human Resources Department that a vacancy exists within the Department, and that salary requirements shall be in place in the departmental budget prior to starting the hiring process.
2. Job Description – the job description is a crucial part of the hiring process, and shall be developed by the Departmental Director/Program Manager, Human Resources Director and reviewed by the Tribal Administrator.

3. Posting requirements – The position shall have a required time defined for posting. Posting shall run for a minimum 21 consecutive days or until the position is filled. The posting will then be re-evaluated, and extended by 2-week intervals as necessary. The Job Postings shall be published in all LTBB Publications posted on the Web Site, forwarded to all Tribal Departments, Tribal Enterprises, and other Media as recommended by Director/Program Manager and approved by the Human Resources Director. Postings shall be forwarded to all Tribal Departments and Tribal Enterprises, with the title JOB POSTING. Departmental Director/Program Manager may recruit employees by forwarding all information to the Human Resources Department.
4. Resumes and letters of interest shall be addressed to the Human Resources Department only. The Human Resources Department shall route all submitted resumes/applications to the appropriate positions requested by the applicant. A joint review by the Departmental Director/Program Manager and Human Resources Director shall be scheduled to review all resumes. All resumes shall be retained in the Human Resources Department for a period of six (6) months. Departmental Director/Program Manager shall not negotiate pay grid, chain of command or future advancements with the prospective employee. The Human Resources Department has the responsibility to provide clarification on job postings to potential applicants. The Human Resources Department may contact the Departmental Director/Program Manager to answer questions and provide the information to the applicant. The Departmental Director/Program Manager and Human Resources Director shall select up to five individuals who meet the minimum requirements within the job description.
5. The Human Resources Department shall notify the individuals selected to schedule the interviews after the closing of the job posting. The Human Resources Director and Departmental Director/program Manager shall develop interview questions.

Interview Committees are as follows:

- a. Tribal Council shall interview for the following positions:

Tribal Administrator	Tribal Physician
Human Resources Director	Tribal Judge
Tribal Executive Assistant	Prosecutor
CFO	Others to be determined

- b. Tribal Administrator, Human Resources Director and one Departmental delegate (Commission member, or Departmental Staff) shall interview for the following positions:

1. Department Directors
2. Program Managers

- c. Human Resources Director and Departmental Director/Program Manager shall interview for the following positions:
 - 1. Non-exempt employees.
- d. Human Resources Department shall interview for the following positions:
 - 1. Temporary Pool employees
- 6. The Interviewing Committee shall determine a primary candidate and may select a secondary candidate for hiring. The Human Resources Director shall contact the primary candidate and offer the position to him or her. The candidate will have up to 72 hours to accept the position.
- 7. Another candidate may be notified in the event the primary candidate has declined the offer, or fails to meet pre-employment requirements. The Human Resources Department shall notify all candidates in writing, within fourteen (14) days of the hiring.
- 8. Grant Funded Positions – The Human Resources Director shall have all candidates for grant funded positions sign an agreement of understanding which states: 1.) Length of Grant Period, 2.) Allowable salary, 3.) Employee benefits available.

D. SALARY AND WAGE

- 1. The Human Resources Director and Departmental Director/Program Manager will determine the starting wages. Starting wages will be within the approved range on the wage scale.
- 2. An employee who is directly supervised by and responsible to the Tribal Council is not subject to this section.

E. BACKGROUND, FINGERPRINTING, LICENSING

- 1. The following employees shall be required to undergo a personal, employment, driving, education, criminal and credit history background check, pre-employment drug screens and fingerprinting for:
 - a. Regulatory Department
 - b. Law Enforcement
 - c. Conservation Enforcement
 - d. Health Department
 - e. Human Services
 - f. Anyone with direct contact with Native Children
 - g. Substance Abuse

2. Falsified or invalid information on the employment application or resume; or refusal to submit to a background check may be cause to deny employment or termination within 2 months of discovery of the discrepancy. Not applicable to sealed court documents.

F. EMPLOYMENT REFERENCE CHECKS

To ensure that individuals who join the LTBB Tribal Operations are well qualified and have a strong potential to be productive and successful, it is the policy of the LTBB to check the employment references of all applicants.

G. RESPONDING TO EMPLOYMENT REFERENCE CHECKS

1. For reference requests sent to the LTBB from other organizations, the Human Resources Office will respond, in writing only, to those reference check inquiries that are submitted in writing. Any reference about a former employee's work efforts will be reviewed by the Human Resources Director and Tribal Administrator before it will be released and will be released only after receiving a written authorization, signed by the individual who is the subject of inquiry.
2. Responses to such inquiries will confirm only dates of employment and position(s) held and in some cases information approved by the Human Resources Director and the Tribal Administrator. No employment data will be released without a written authorization signed by the individual who is the subject of the inquiry.

H. PROBATIONARY PERIOD

1. New Non- Supervisory employees will work on an, at will basis during the probationary period for the first ninety, (90) calendar days after their date of hire. The employee may be released from LTBB anytime during the 90-day probationary period and without cause.
2. At any time during the probationary period the Program Director/Manager may recommend termination of the employee with approval from the Human Resources Director. This termination will not be subject to progressive discipline action by the department, termination grievance action or review by the Tribal Council
3. Program Managers and Directors must complete a 180-day probationary period. At any time during the probationary period the Tribal Administrator may terminate the employee with the approval of the Human Resources Director. This termination will not be subject to progressive discipline action by the Tribal Administrator, termination grievance action by the employee.

4. Any excused absence one week or more will automatically extend the probationary period by the length of the absence.
5. Upon satisfactory completion of the initial or extended probationary period, the employee will be evaluated and will then enter the "regular" employment classification. Subsequent to the regular classification LTBB must follow progressive discipline action before the employee is terminated.
6. There shall be no wage increase given at the end of the probationary period.

I. TRANSFERS

1. To transfer to an open position, employees shall submit their notice via LTBB transfer Form and be accompanied by a current resume. The transfer form shall list job related skills and accomplishments and be submitted to the Human Resources Department. Transfers within tribal operations are encouraged in order to provide employees with career opportunities and provide career training in tribal government as well as to match employee interests and skills with program objectives and activities.
2. Any Tribal employee may transfer without loss of benefits (e.g. sick leave, vacation)
3. Transfers must be developed in conjunction with the Employee Classification System and be in the best interest of the employee and the program goals.
4. When an employee transfers to a position in a lower classification, the employee shall be paid at a rate within the approved range for the lower classification.
5. When an employee receives a reclassification (their position is assigned to a new level), they shall be paid at the salary rate to which the position is assigned.
6. All employees must have satisfactorily completed 6-months of service in their current position or have the approval of the Department Director, Tribal Administrator and Human Resources Director to be eligible for a position transfer.
7. An employee who transfers within LTBB and is not successful in the new position can be removed for unsatisfactory job performance. If this occurs, the employee may be allowed to, apply to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such a position and the needs of Tribal Operations.

8. Current Tribal employees who apply for and are selected for transfer must submit a two- week notice prior to changing positions, or as otherwise agreed upon by Director/Program Manager of the department the employee is leaving.

J. RESIGNATION

1. LTBB requests at least two weeks written notice of resignation from nonexempt employees and four weeks notice from exempt employees.
2. Prior to an employee's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

K. EMPLOYMENT TERMINATION

1. LTBB Human Resources Department shall schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, repayment of outstanding debts to the LTBB, and return of LTBB owned property (keys, I.D. badge, computer files/passwords, beeper, etc.)
2. All earned PTO time that is due and payable at termination will be paid on the next scheduled governmental payroll run and repayment of outstanding debts to LTBB will be deducted from employee's final paycheck. Some benefits may be continued at employee's expense if employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

L. ACCESS TO PERSONNEL FILES

LTBB maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, salary increases, disciplinary actions and other employment records.

1. Personnel files are the property of LTBB and access to the information is restricted. The Tribal Administrator controls access to the personnel files.
2. An employee who wishes to review his or her own personnel file shall submit a written request to the Tribal Administrator. Employees may review or obtain a copy of their own personnel file. Original personnel files may not be removed from the Human Resources Department.

3. If the employee does not agree with any of the information in their personnel file, they may submit a written statement explaining their position to the Tribal Administrator, which will become a part of the personnel file.

M. REPORTING PERSONAL DATA CHANGES

It is the responsibility of each employee to promptly notify the LTBB Human Resources Department of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments and other such information to keep the personnel file accurate and current at all times. Some benefit programs have a limited time by which you can make additions and changes.

II. EMPLOYEE BENEFITS & COMPENSATION PROGRAM

A. INSURANCE BENEFITS & RETIREMENT PLANS

Eligible employees of the LTBB are provided a wide range of benefits. A number of the programs (such as Social Security and Unemployment Insurance) cover all employees in the manner prescribed by Federal & Tribal Law. Benefits eligibility is dependent upon a variety of factors and subject to all terms and conditions of the agreement between the LTBB and the insurance carrier.

1. Health Insurance – Medical, Dental, Vision

- a) LTBB's health insurance plan provides full-time employees and their dependents access to medical, dental, and vision care insurance benefits. Eligible employees may participate in the health insurance plan. If both husband and wife work for LTBB Government, only one Blue Cross/Blue Shield plan is needed
- b) A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). (See COBRA Section II, Paragraph A-6) (COBRA Appendix)
- c) Continuation Riders for dependents who have attained the age of 19 and are not full time students, or reliant on employee for full financial support will not be included in the insurance plan offered to eligible employees. As a qualifying event under the Consolidated Omnibus Budget Reconciliation Act (COBRA), dependant(s) can continue coverage at their own expense.

2. Life Insurance

LTBB provides a basic life insurance plan for eligible employees. Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan.

3. Supplemental Life Insurance

Eligible employees may purchase additional supplemental and/or dependent life insurance coverage. The premiums shall be paid via payroll deduction.

4. Supplemental Medical Coverage.

LTBB offers eligible employees the option to purchase insurance that will supplement their basic insurance plan, i.e. AFLAC. Monthly premiums shall be paid via payroll deduction.

5. Worker's Compensation Insurance

LTBB provides a comprehensive workers' compensation insurance program. Subject to applicable legal requirements this program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period.

- a) Employees who sustain work-related injuries or illnesses must inform their supervisor immediately and provide a written report (LTBB Occurrence Report) to the Human Resources Department. No matter how minor an on-the-job injury may appear, it is important that it be reported.
- b) Neither LTBB nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity.

6. COBRA Rights

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the LTBB's health plan when a "qualifying event" would normally result in the loss of eligibility. LTBB Human Resources Department provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the LTBB's health insurance plan.

- a) Under COBRA, the employee or beneficiary pays the full cost of coverage at the LTBB's group rates plus an administration fee in accordance with the Provider's provision.

7. 401(k) Plan

LTBB has established a voluntary 401(k) savings plan to provide employees the potential for future financial security for retirement. Contributions to 401(k) are automatically deducted from employee's pay before federal and state tax withholdings are calculated. Eligible employees may participate in the 401(k) plan subject to all terms and conditions of the plan.

- a) To be eligible to join the 401(k) savings plan, you must complete three months of service and you may join the plan or make contribution changes only during open enrollment periods (enrollment periods are subject to change).
 - Month of March (Pay roll deductions effective first pay of April)
 - Month of June (Pay roll deductions effective first pay of July)
 - Month of Sept. (Pay roll deductions effective first pay of Oct)
 - Month of Dec. (Pay roll deductions effective first pay of Jan)
- b) The 401(k) savings plan allows you to elect how much salary you want to contribute, (up to maximum.) LTBB contributes an additional matching amount (maximum of 3% of gross income.)
- c) 5 Year Graded Vesting

<u>Years of Credited Service:</u>	<u>Vested Percentage:</u>
Less than 1.....	0%
1.....	20%
2.....	40%
3.....	60%
4.....	80%
5 or more	100%

B. LEAVES OF ABSENCE

1. Paid Time Off

Paid time off (PTO) is available to eligible employees for periods of temporary absences. This benefit is offered to regular employees who have successfully completed the probationary period. Employees are eligible to earn and use PTO as described in this policy. The amount of PTO is determined by continuous employment for the Tribe. For purposes of this policy, years are calculated by the

employee's original date of hire. PTO is available for use as vacation, sick or personal time off. Temporary, internships and summer employees are not eligible for PTO.

- a) Rate of Accrual - The amount of paid time off employees receive each year increases with the length of their employment as shown below and shall be paid at the employee's base pay rate at the time leave is taken.
- b) PTO shall be accrued and capped in accordance with the PTO accrual rate table. PTO will be accrued for all hours paid up to 40 hours per week . Exempt employees' PTO will be calculated on a 40-hour workweek.
- c) A maximum of 80 hours of accrued PTO may be carried over from one calendar year to next. Any unused PTO over 80 hours on December 31st will be lost. Earned PTO will be paid to an employee upon leaving the employment of LTBB on the next payroll run following the termination of employment.

PTO ACCRUAL RATE TABLE		
Years of Service	Hours / Days	CAP
0-1	144.04 hours / 18 days	144.04
1-2	184.08 hours / 23 days	184.08
2-3	184.08 hours / 23 days	184.08
3-4	224.12 hours / 28 days	224.12
4-5	224.12 hours / 28 days	224.12
5-6	264.16 hours / 33 days	264.16
6-7	264.16 hours / 33 days	264.16
7-8	264.16 hours / 33 days	264.16
8-9	264.16 hours / 33 days	264.16
9-10	304.20 hours / 38 days	304.20
10-11	304.20 hours / 38 days	304.20
11-12	304.20 hours / 38 days	304.20
12-13	304.20 hours / 38 days	304.20
13-14	304.20 hours / 38 days	304.20
14-15	304.20 hours / 38 days	304.20
15 +	344.24 hours / 43 days	344.24

- d) The Tribe recognizes years of service for LTBB Governmental employees.

If an employee is **laid off** and returns to work, PTO accrual will resume at the rate as if the employee continued working. An employee who resigns or is terminated and is subsequently rehired, will accrue PTO as a new employee.

- e) Military Service – Employees with prior military service will be credited year for year, up to five(5) years for their military service, as time worked for the Tribe, for purposes pertaining to PTO accrual rates.
- f) Scheduling and Use of PTO - Scheduling is on a first come, first serve basis. Requests may be denied when the absence would create an undue hardship on Tribal operations or service to the Tribal membership. If PTO leave is denied, employee will be given a response, in writing, by the supervisor as to why it was denied.
 - i. PTO shall be used in increments of no greater than three (3) weeks or no less than one (1) hour and is subject to approval from immediate supervisor based on business needs. All requests for PTO time shall be submitted on the appropriate PTO request form.
 - ii. Employees should request approval from their supervisor two weeks in advance if more than 8 hours will be used.
 - iii. If an employee is denied PTO and does not show up for work, then she/he shall be subject to disciplinary action and time lost considered as unpaid leave.
 - iv All PTO shall be reported on the employee's timesheet.
 - v. Upon termination of employment, employees will be paid for unused PTO that has been earned through the last day of work.
- f) Earned PTO may be accumulated up to the established cap amount based on years of service. An employee who reaches the PTO cap will not earn additional time until they have used some of their earned PTO time. During periods of time when an employee has reached their cap and they are not earning additional PTO, PTO time will cease to accrue and will not be made up at a later date.
- g) Emergency PTO Bank – PTO that is available for the purpose of assisting an employee with an emergency need who have exhausted their PTO. An employee must apply for the assistance. Temporary Emergency PTO Bank Accounts shall be established to accommodate each emergency situation approved by the Tribal Administrator. An employee may donate up to half of their available PTO hours to any account in the Emergency PTO Bank. Only the number of hours actually needed, will be transferred to the account.

2. Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Immediate family for purposes

of this policy provision shall mean husband, wife, son, daughter, step-son, step-daughter, father, step-father, father in-law, mother, step-mother, mother in-law, brother, step-brother, brother in-law, sister, step-sister, sister in-law, child, step-child, grandparent, grandchild and any person living in the same household.

- a) Eligible full-time employees shall be granted up to four (4) days of paid bereavement leave. Bereavement pay is calculated on the base pay rate at the time of absence.
 - b) Employees may, with their supervisor's approval, use unpaid leave or any available PTO for additional time off.
3. Educational Leave - Full-time employees, after completing their probationary period may attend classes up to four (4) hours per week during work hours. Verification of enrollment is required (i.e. semester curriculum.) This benefit is provided to improve job skills pertinent to Tribal employment and is contingent upon supervisor's approval. All classes must be job related. A maximum of 4 hours per week of either or a combination of both Education and Health, Wellness & fitness leave is available to employees.
4. Jury Duty Leave - Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. The employee is expected to report for work whenever the court schedule permits. LTBB will continue to provide insurance benefits, PTO accrual, and holiday benefits for the full term of the jury duty absence.
- a) Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day(s) of absence.
 - b) Any compensation from the court for employee's time, other than mileage and/or expenses will reduce the amount of paid time.

5. Family and Medical Leave

Employees who have been employed for a minimum of one year and who have worked for the LTBB for at least 1,250 hours in the past twelve (12) months are eligible for Family Medical Leave up to a total of twelve (12) weeks of unpaid leave during any 12 month period for one or more of the following reasons:

- A serious health condition of the employee,
- To care for a spouse, child or parent with a serious health condition,
- The birth and care of the newborn child of the employee,
- For placement with the employee of a son or daughter for adoption or foster care.

- a) A "serious health condition" means any illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider and/or Traditional Healer.
- b) The definition of "parent" does not include "in-laws" and "child" does not include individuals' age 18 or older unless they are incapable of self-care due to a mental or physical disability.
- c) Employees must provide a thirty (30) day notice before the leave is necessary, if the need for the leave is foreseeable, as is the case of most pregnancies and elective surgeries. However, if the employee **cannot** reasonably give thirty days notice, the employee is nonetheless entitled to the leave.
- d) Employees requesting family leave related to the serious health condition of a child, spouse or parent may be required to submit a health care provider's statement verifying the need for a family leave.
- e) Any combination of family leave and medical leave may not exceed the 12-week limit.
- f) Employees will be required to use any accrued paid leave in conjunction with unpaid family leave. The paid time will be counted toward the total of the twelve (12) weeks of leave.
- g) LTBB will maintain group health insurance coverage (provided the employee was on the plan prior to the leave) and all other benefits that would normally accrue during the leave on the same terms as if the employee continued to work. In some instances, the LTBB may recover premiums it paid to maintain health coverage for an employee who fails to return from Family Medical Leave.
- h) Employees on family leave are requested to provide LTBB with at least two weeks advance notice of the date the employee intends to return to work. The employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.
- i) If an employee fails to return to work on the agreed upon return date, LTBB will determine that the employee has resigned.

6. Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. armed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

- a) Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty.
- b) The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available PTO for the absence.
- c) Continuation of health insurance and other benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.
- d) Paid time off (PTO) and holiday benefits will continue to accrue during a paid military leave of absence.
- e) Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave (deployment) must apply for reinstatement in accordance with USERRA.

7. Personal Leave

For extenuating circumstances, employees with six months or more of service may apply for an unpaid personal leave of absence, not to exceed thirty days in any twelve month period.

- a) The Director/Program manager must approve personal leave. Requests must be documented and submitted with as much advance notice as possible. The request will include the reason for the leave of absence and the length of time requested and date of return.

- b) Requests for personal leave will be evaluated on a number of factors, including anticipated work requirements and staffing considerations, prior to authorization for leave.
- c) LTBB will continue to provide benefits for the initial approved personal leave. (May be subject to the terms, conditions, and limitations of the applicable plans)
- d) PTO will not accrue during unpaid personal leave.
- e) A written medical release must be provided by an employee if the reason for requesting unpaid personal leave is medical related.
- f) If an employee fails to report to work at the expiration of the approved leave period, LTBB will determine the employee has voluntarily resigned.

8. Health, Wellness and Fitness Leave

- a) Full time employees after completing their probationary period will be granted 4 hours per regular workweek to utilize the Tribal Wellness Center Programs or an approved wellness program by the Tribal Administrator.
- b) A maximum of 4 hours per week of either or a combination of both Education and Health, Wellness & Fitness leave is available to employees.

9. Paternity/Maternity Leave:

Employees who wish to take time off for the birth of a child must notify their immediate supervisor at least 30 days in advance as not to unduly disrupt tribal operations.

- a) **Maternity Leave:** Eligible full time expectant mothers will be granted up to six weeks of paid maternity leave for the birth of their child. The time taken will be reduced from the twelve (12) weeks of FMLA leave time available to all eligible employees.
- b) **Paternity Leave:** Eligible full time expectant fathers will be granted up to 7 days of paid paternity leave for the birth of their child. The time taken will be reduced from the twelve (12) weeks of FMLA leave time available to all eligible employees.

C. HOLIDAYS

1. The LTBB will grant paid holiday time off to eligible employees for the following listed Holidays:
 - New Year's Eve (December 31)
 - New Year's Day (January 1)
 - Good Friday (Friday before Easter in April)
 - Memorial Day (last Monday in May)
 - Independence Day (July 4)
 - Labor Day (first Monday in September)
 - Tribal Sovereignty Day (September 21)
 - Michigan Indian Day (Last Friday in September)
 - Veterans Day (November 11)
 - Thanksgiving (fourth Thursday in November)
 - Friday after Thanksgiving
 - Christmas Eve (December 24)
 - Christmas (December 25)
2. Holiday pay will be calculated based on the employee's straight-time pay rate as of the date of the holiday times the number of hours the employee would otherwise have worked on that day.
3. To be eligible for holiday pay, employees must work the last scheduled workday preceding and the first scheduled workday following the holiday, unless the employee is on pre-approved leave. Absences due to illness preceding and following a holiday require a physician's statement.
4. If a recognized holiday falls during an eligible employee's PTO, holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.
5. A holiday listed above that falls on a Saturday will be observed on the preceding Friday. A recognized holiday listed above that falls on a Sunday will be observed on the following Monday.
6. Employees who are required to work on a recognized holiday will receive their regular pay for all hours worked that day, plus 8 hours of holiday pay at their regular rate of pay.
7. Paid time off for holidays or other paid time off will not be counted as hours worked for the purposes of determining overtime.

D. TRADITIONAL LEAVE

Native Americans who are members of a federally recognized Tribe are eligible for up to four (4) paid days off per calendar year, to fulfill traditional Native American Tribal responsibilities. Any additional time desired would need to be utilized through the paid time off benefit or taken as unpaid leave. To request traditional leave; the employee needs to fill out the traditional leave form (available in the Human Resources Office) and request approval for the time off to be granted by the Department Director and the Tribal Administrator at least five (5) work days prior to the proposed absence. The Tribal Administrator will make the final determination as to whether a proposed absence will be granted, and will also determine how it will be considered, either traditional leave, PTO leave or in the event that the employee does not have any PTO days accrued, unpaid leave. Traditional Leave will only be granted in full (8) hour increments. Any Traditional Leave that is not used during the calendar year will **not** be carried forward. The Tribal Administrator may deny traditional leave during peak business periods or if the Department Director is unable to staff the department and provide services to the Tribal citizens in the employee's absence. Every reasonable effort will be made to accommodate requests to use Traditional Leave.

III. TIMEKEEPING & PAYROLL

A. TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Applicable laws require LTBB to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Executive exemption – This policy provision shall be applicable to an employee who has management as their primary duty; who direct the work of two or more full-time employees; who have the authority to hire and fire or make determinations regarding decisions affecting the employment status of others; who regularly exercises a high degree of independent judgment in their work; who receive a salary which meets the requirements of the exemption; and who do not devote more than 20% of their time to non-management functions.

Administrative exemption – This policy provision shall be applicable to employees who perform office or non-manual work which is directly related to management policies or general business operations of their employer or their employer's customers, or perform such functions in their administration of departmental responsibilities; who regularly exercise discretion and judgment in their work; who assist a supervisor, director/program manager perform specialized or technical work; or execute special assignments; who receive a salary which meets the requirements of the exemption; and who do not devote more than 20% of their time to work other than that described above.

Professional exemption – This policy provision shall be applicable to employees who perform work requiring advanced knowledge and education; who work as Tribal fisherman; who regularly exercise discretion and judgment; who perform work which is

intellectual and varied in character; the accomplishment of which cannot be standardized as to time; who receive a salary which meets the requirements of the exemption (except doctors, lawyers, teachers and certain computer occupations) and who do not devote more than 20% of their time to work other than described above.

1. **Non-Exempt/Hourly** employees shall accurately record the following:
 - a) The time they begin and end their work;
 - b) The beginning and ending time of each meal period;
 - c) The beginning and ending time of any split shift;
 - d) Departure from work for personal reasons.
2. It is your responsibility to sign your time sheet to certify the accuracy of all time recorded. Each time sheet must include the employee's and immediate supervisor's signature. All timesheets are to be submitted to payroll by noon on Monday. Departments need to develop a system to ensure that timesheets are reviewed by the director for the accuracy of hours worked. Any timesheets turned in after the deadline on Monday will be processed on the next week payroll run.

If the holiday is observed on a Monday, timesheets will be due in the payroll office by the close of business on the previous Friday. With the exception of the following departments: Law Enforcement, Conservation Enforcement, and Protective Service Workers.
3. All hours worked by employees beyond specified work- week must be approved in advance by immediate supervisor.
4. Altering, falsifying, tampering with time records, or recording time on another employee's time record shall result in disciplinary action, up to and including termination of employment.
5. **Exempt** employees are not required to submit weekly timesheets. Exempt employees are required to work a standard workday as outlined below in Section B Work Schedule Subsection 1b.

B. WORK SCHEDULES

To maintain a safe and productive work environment, LTBB expects employees to be reliable and to be punctual in reporting for scheduled work.

1. Office Hours
 - a) The Tribal Offices shall be open to the public from 9:00am to 5:00pm.
 - b) The standard workday for all employees is 8:00am to 5:00pm with exception for Law Enforcement, Conservation Enforcement and Protective Service Workers

whose schedule is based on 24 hour/7 day cycle. The Tribal Administrator must approve any deviation from the standard work schedule.

2. Breaks - Rest and Meal Periods

- a) All full time employees will be allowed a sixty-minute non-paid lunch period. Supervisors may schedule meal periods and assign break areas to accommodate operating requirements.
- b) There will be two paid 15-minute breaks. (I.e. one a.m./one p.m. break) Since this is paid as time worked, employees must not be absent from their workstations beyond the allotted break.

3. Alternative Scheduling

- a) LTBB reserves the right to alter work schedules as needed.

C. ATTENDANCE

Absenteeism and tardiness place a burden on other employees and on LTBB. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their supervisor or Human Resources Department, prior to the start of the employee's scheduled start time so other arrangements can be made to cover the employee's absence. Each department will have their own call in procedure.

- 1. Poor attendance and excessive tardiness/leave early are disruptive and shall lead to disciplinary action, up to and including termination of employment.
- 2. Absences of three consecutive workdays without notifying the supervisor or Human Resources Department will be considered a voluntary resignation.

D. PAY DEDUCTIONS

LTBB makes certain deductions from every employee's compensation. Among these are applicable federal and state income taxes. If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Payroll Department will assist in having your questions answered.

- 1. LTBB must deduct Social Security taxes on all applicable employees earnings up to a specified limit that is called the Social Security "wage base." LTBB matches the amount of Social Security taxes paid by each employee.

2. LTBB offers benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs not paid for by LTBB.
3. LTBB offers direct payroll deposit to employee savings and/or checking accounts. An employee will receive an itemized statement of wages when the direct deposit is made.

E. PAYDAYS

1. All employees are paid weekly on Friday provided time sheets are submitted in a timely manner (Employees working in the Law Enforcement Department are paid on a bi-weekly basis).
2. All timesheets must be received in the Payroll Department no later than 12 Noon Monday.
3. Failure to meet deadline will result in delay of paycheck until next scheduled payday.
4. Each paycheck will include earnings for all work performed through the end of the previous payroll period.
5. In the event that a regularly scheduled payday falls on a holiday, the employee will receive pay on the preceding day.
6. An employee must present a written authorization to the Payroll Department for someone else to pick up his or her paycheck.
7. LTBB does not provide pay advances under any circumstances.

F. PAY CORRECTIONS

LTBB takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their supervisor, who shall notify the Payroll Department so that corrections can be made as quickly as possible.

G. OVER TIME

Hourly non-exempt employees who work in excess of 40 hours per week will be paid overtime at the rate of one and a half times their base wage. All overtime must be pre-approved by the department director or manager. Exempt employees do not receive overtime pay.

H. FLEX TIME

With the approval of their supervisor, employees may vary (“flex”) their schedule from the standard workday outlined above because of the necessities of the job or for personal reasons. “Flex time” should only be taken within the same workweek that hours are worked outside of the standard workday, unless unusual circumstances exist. Supervisors will authorize flextime for Tribal business that employees must conduct outside of the standard workday. Authorization for flextime for personal reasons is subject to the reasonable discretion of the supervisor.

I. EMERGENCY CLOSING

At times, emergencies such as severe weather, fires, or power failures can disrupt business operations. In extreme cases, these circumstances may require the closing of a work facility as determined by the Tribal Administrator or his/her designee. All activities including meetings associated with LTBB Governmental Operations will be closed until work resumes. Law Enforcement, Conservation Enforcement, and Protective Service Workers may be required to work on a day when operations are officially closed.

1. Paid Leave: When operations are officially closed due to emergency conditions, employees will be paid for the time off from work.
 - a) Inclement Weather - Snow days (24 hour period) shall be determined at the discretion of the Tribal Administrator. Notification will occur on local radio and television and will follow phone tree procedures.
2. In cases where an emergency closing is not authorized, employees who believe that travel would be dangerous may use available PTO (Paid Time Off). The employee shall make a reasonable attempt to contact their immediate supervisor prior to the start of their shift unless other arrangements with the department have been made.

IV. EMPLOYEE DEVELOPMENT & ENHANCEMENT

A. PERFORMANCE EVALUATION

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. Annual performance reviews will be conducted on the anniversary date of hire with the tribe. Evaluation of job performance in the probationary period will be done by the immediate supervisor at 30, 60, and a completed written evaluation prior to for the 90 day interval. Exempt employees will have probationary period evaluations done at 60, 120 and a completed written evaluation prior to the 180-day interval.

B. ANNUAL MONETARY COMPENSATION

The amount of annual monetary compensation increase will be determined by the regionally adjusted COLA (cost of living allowance) as of December 31st from the previous year with a minimum increase per year of 4% and a maximum increase per year of 8 %. Increases or changes in an employee's pay will be effective the following pay period after your anniversary date.

V. EMPLOYEE HEALTH & WELFARE

A. DRUG AND ALCOHOL USE

It is the desire of LTBB to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

The Federal Drug-Free Workplace Act requires employers with government grants to certify that their workplaces are drug-free. In order to comply with the law, employees must meet specific requirements.

1. Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify LTBB of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.
2. While on LTBB Tribal Operations premises and while conducting business-related activities off Tribal Operations premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs.

3. The legal use of prescribed drugs is permitted on the job, provided all medical restrictions associated with the medication are adhered to by the employee.
4. Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program. Unpaid leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all LTBB policies, rules, and prohibitions relating to conduct in the workplace . Employees are encouraged to discuss these matters with their supervisor or the Human Resources Director or the Director of Substance Abuse to receive assistance or referrals to appropriate resources in the community.
5. The Tribes' Drug Free policy will be distributed on a yearly basis.

VI. EMPLOYEE CONDUCT & WORK PROVISIONS

A. BUSINESS CONDUCT

Every organization must have certain rules in order to operate in an orderly and efficient manner, to make cooperation with other employees easier and to assist in properly respecting the rights of LTBB and its employees. The following misconduct by an employee may result in disciplinary action up to and including termination. This list is not all-inclusive, as circumstances change, rules of conduct may also change.

1. Theft or inappropriate removal or possession of Tribal, client or other employee's property.
2. Falsification of timekeeping records or travel documents
3. Concealing, removing, mutilating or destroying program records or documents
4. Violation of the Drug and Alcohol Use Policy.
5. Fighting or threatening violence in the workplace.
6. Negligence or improper conduct leading to damage of Tribal, client or other employee's property
7. Insubordination or other disrespectful conduct.
8. Violation of safety or health rules
9. Exploitation of another person for private advantage
10. Smoking in prohibited areas
11. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
12. Excessive absenteeism or any absence without notice.
13. Unauthorized use of employer-owned equipment
14. Unauthorized disclosure of confidential information
15. Unsatisfactory performance or conduct
16. Unauthorized public statements on behalf of the LTBB.
17. Violation of personnel policies
18. Creating or contributing to the creation of an intimidating, hostile or offensive working environment based on race, sex, age, marital status, sexual orientation, physical or mental disabilities or other factors prohibited by law or in bad taste

B. BUSINESS ETHICS

The successful business operation and reputation of LTBB is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

1. LTBB will comply with all applicable laws and regulations and expects its managers and staff to refrain from any illegal, dishonest, or unethical conduct. .
2. If a situation arises where it is difficult to determine the proper course of action, the matter must be discussed openly with your immediate supervisor and, if necessary, with the Tribal Administrator and Human Resources Director.
3. Compliance with this policy of business ethics and conduct is the responsibility of every LTBB employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

C. CONFIDENTIALITY

The unauthorized release of confidential information concerning any employee or client is a serious breach of confidentiality and will be grounds for immediate dismissal notwithstanding any other provision of this policy. Any questions or inquiries concerning any member or client are to be referred to the Tribal Administrator or his/her designee. The authority to release confidential information regarding employees, members or clients shall not be delegated to any other employee. No information in a employee, client or member shall be released to any agency without a written release of information form signed by the employee, member or client. Such an authorization must be on file before any information can be released.

D. CONFLICT OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Employees are prohibited from engaging in any activity in direct conflict with the objectives and goals of LTBB.

Employees of LTBB, in their official capacity, are prohibited from accepting any gifts, money or gratuity for personal gain.

E. POLITICAL ACTIVITY

Every employee has the right to freely express opinions as citizens and to vote, however, partisan political activity of any kind during working hours is strictly prohibited. Employees engaged in political activities may not charge any costs incurred in the course of these activities to the Tribe. Employment in the LTBB may not be offered as

consideration for the support of any political party or candidate for public office nor may any employee be engaged in political activity of any kind during work hours.

1. Political activities include but are not limited to campaigning, distributing political materials, soliciting support for a candidate, or soliciting signatures for ballot petitions, within Tribal Governmental Administration Building.

F. APPEARANCE

During business hours, employees are expected to present a clean, neat and professional appearance. Clean and neat appearance means good personal hygiene. Dress may be casual but should always be in good taste. Employees who appear for work inappropriately dressed may be sent home and directed to return to work in proper attire.

1. Unacceptable Attire
 - a) T-shirts and other clothing with drug, alcohol or sex related material or design.
 - b) Provocative or revealing clothing (such as tank tops, belly shirts).
 - c) Knee length dress shorts are acceptable but not short shorts or cut-offs.
2. Certain employees of LTBB may be required to wear uniforms. Uniforms are to be neat and in good repair.

G. SMOKING

In keeping with the LTBB's intent to provide a safe and healthful work environment, smoking is prohibited by all employees, clients, and visitors throughout the workplace. The use of sage, tobacco, sweet grass, cedar, is permitted for ceremonial purposes. "Ceremonial purposes" does not include the personal use of cigarettes, cigars or pipes. Smoking is allowed in designated areas only.

H. VISITORS IN THE WORKPLACE

It is the responsibility of the LTBB staff to assist in maintaining safety standards, protecting against theft, ensuring security of equipment, and protecting confidential information. Visits by individuals that are personal in nature shall be kept to a minimum.

1. Visitors are allowed at the Tribal offices but restricted to the areas in the building where the safety and security of employees, facilities, and member/client records are protected.

2. Visitors to the office should be seated in a conference room or an established waiting area until the party they wish to meet with is located.
3. Employees have the responsibility to ensure that material, records, equipment and confidential information contained within their office is out of view of any visitors.
4. If an individual is observed on LTBB's premises who's business cannot be ascertained by an employee's inquiries, employees should immediately notify their supervisor and/or, if necessary, the Tribal Police.

I. SAFETY

To assist in providing a safe and healthful work environment for employees, tribal members, clients and visitors, LTBB has established a workplace safety program. LTBB provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications. Each employee is expected to obey safety rules and to exercise caution in all work activities and report any unsafe condition to the appropriate supervisor.

1. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.
2. Reports and concerns about workplace safety issues may be made anonymously. Reprisals for reporting unsafe working conditions are prohibited.
3. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their supervisor and Human Resource Department. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures, if needed.
4. All employees are required to wear LTBB issued identification badges while in the workplace during work hours.

J. SECURITY INSPECTIONS

LTBB Tribal Operations wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. LTBB prohibits the possession, transfer, sale, or use of such materials on its premises.

1. Desks, lockers, and other storage devices may be provided for the conveniences of the employees but remain the sole property of the LTBB. LTBB reserves the right to inspect such property for just cause. LTBB also reserves the right to demand the return of issued equipment or property at any time.

K. EMPLOYEE RELATIONS

If employees have concerns about work conditions or compensation, they are strongly encouraged to discuss these concerns directly with their supervisor. When employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. If the employee feels they cannot speak with their supervisor about an issue, they should set up a meeting with the Human Resources Director.

L. WORKPLACE VIOLENCE PREVENTION

All employees should be treated with courtesy and respect at all times and are encouraged to bring their disputes or differences to the attention of their supervisors or the Human Resources Director before the situation escalates into potential violence. (See Harassment)

1. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to the Law Enforcement Department, your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.
2. In order to maintain workplace safety, LTBB may suspend employees, with pay, pending investigation of all reports of threats of (or actual) violence.

M. COMPLAINTS AGAINST EMPLOYEES BY NON-EMPLOYEES

1. The Tribe recognizes the need for proper resolution of complaints made against Tribal employees by non-employees. It is the responsibility of all employees who hear or receive a complaint to inform the complaining party of the proper procedure for resolution of such complaints. Complaint forms may be picked up and returned to the Human Resource Director.

N. TELEPHONE, CELL PHONE AND MAIL SYSTEMS

1. Telephone & Cell Phone Use

All employees are expected to limit personal calls on both the business telephones and cell phones issued by LTBB. Cell phones are provided as business equipment

and shall be used to conduct tribal business. Collect calls are not accepted on LTBB business telephones except at the discretion of Tribal Court for special circumstances.

2. Postage/Mail

The use of the LTBB-paid postage for personal correspondence is prohibited.

O. USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using LTBB property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Please notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting could prevent deterioration of equipment and possible injury. An employee should consult their supervisor with any questions regarding the responsibility for maintenance and care of equipment or vehicles used on the job.

1. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.
2. Employees shall be required to sign a receipt for equipment issued, accepting responsibility for equipment while in their custody. A payroll deduction will be taken for any equipment lost or not turned in upon termination.
3. Employees who drive LTBB owned vehicles shall have an appropriate license and be insurable. Changes to a status of an operators license or CDL for employees who drive LTBB vehicles, must be communicated to the department director or Human Resources Director as soon as the status change has occurred.

P. COMPUTER USAGE

Computers and Software are the property of LTBB and are intended for business use. LTBB prohibits the use of computers in ways that are disruptive, offensive to others, or harmful to morale. To ensure compliance with this policy, computer and e-mail usage may be monitored; consequently, employees should always ensure that the business information contained on LTBB computers is accurate, appropriate, ethical, and lawful.

Employees should notify their immediate supervisor, the Tribal Administrator or any member of management upon learning of violations of this policy. Employees who

violate this policy will be subject to disciplinary action, up to and including termination of employment.

Q. RETURN OF PROPERTY

Employees are responsible for all LTBB property, materials, or written information issued to them or in their possession or control. Employees must return all Tribal Operations property immediately upon request or upon termination of employment. Where permitted by applicable laws, LTBB may withhold from the employee's final paycheck the cost of any items damaged or not returned.

R. MEDIA/PUBLIC STATEMENTS

LTBB Governmental employees may make statements pertaining to their departmental duties, responsibilities and services. All other media inquiries will be directed to the Tribal Chairman's office. Copies of all correspondence to outside governmental agencies will be kept within the department and/or program.

S. LETTERS OF SUPPORT TO OTHER AGENCIES

LTBB Governmental staff receiving requests for letters of support for activities associated with outside agencies, will forward the request and a draft copy of the letter supporting the activity to the Tribal Chairman's office. The Tribal Chairman's office will finalize the draft letter of support. Upon the Tribal Chairman's review and approval of the support letter, it will be signed and a copy will be forwarded to the Tribal Council.

VII. HARASSMENT

It is LTBB's policy to provide all employees with a pleasant, productive work environment free of sexual or other forms of unlawful harassment. LTBB will not tolerate conduct by any employee who harasses, disrupts or interferes with another employee's work performance, or which creates an intimidating, offensive, or hostile environment. Physical, verbal, visual or written harassment is strictly prohibited and such conduct is subject to disciplinary action up to and including termination. A supervisor shall not request a loan of money or other goods or services from a subordinate employee other than in very limited emergency situations, such as being robbed or losing a wallet while on travel, automobile breakdowns etc.

1. Hostile Work Environment/ Harassment

Hostile Work Environment is intimidating, hostile, or offensive behavior towards employees, or the creation of such an environment for employees, because of their National origin, race, color, religion, sex, age or other protected status.

- a) Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, will not be tolerated.

2. Sexual Harassment

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. Sexual harassment is defined as “unwelcome sexual advances, request for sexual favor, or other verbal or physical conduct of a sexual nature made to any employee”, and can seriously undermine employee morale, work quality or productivity. Sexual harassment occurs when such behavior creates a hostile, offensive or intimidating work environment.

Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
- b) Submission to or rejection of such conduct by an individual influences employment decisions affecting that individual.
- c) Such conduct has the purpose or effect of unreasonably interfering with an individual's performance or
- d) Such conduct has created an intimidating, hostile or offensive employment or living environment.

3. Reporting Harassment

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise Human Resources Director and Tribal Administrator who will handle the matter in a timely and confidential manner. Reporting an investigation of sexual harassment will be handled outside of the normal problem resolution procedure.

4. Disciplinary Action

Anyone engaging in sexual or other harassment will be subject to disciplinary action, up to and including termination of employment. In some cases it may be subject to prosecution under the laws of LTBB or other appropriate jurisdiction.

VIII. PROGRESSIVE DISCIPLINE

LTBB recognizes that there are certain types of employee problems that are serious enough to justify either a *reprimand*, suspension, or, in extreme situations, termination of employment. Based on the situation and as determined by the Human Resources Director and the Director/ Program Manager, steps may be bypassed because of the impact on the Tribe and/or other employees of the unacceptable behavior. All disciplinary action will begin with the department director or program manager consulting with the Human Resources Director about the alleged violation or behavior that needs to be addressed and corrected. The Human Resources Director will conduct an investigation to determine the legitimacy of the complaint and provide direction as to the proper course of action in an attempt to either improve the problem or in the case of a serious infraction protect the Tribe *or* other employees and guests against a future infraction. This course of action can be a warning at any step in the progressive discipline process, with an action plan for the improvement of the problem and a guideline should the problem continue or in the case of a serious infraction the suspension or termination of employment. In the event that a step in the progressive discipline process is initiated, the employee that receives the warning will be able to provide his or her own comment to the warning and have that comment placed in their personnel file as an attachment to the warning notice. In the event that an employee has a problem with the immediate supervisor, the employee will consult with the Human Resources Director about the issue.

The course of action (dependent on the severity of the infraction) will be initiated as follows:

1. **Verbal warning.** The supervisor will discuss clearly and frankly the reason(s) necessitating the warning and present specific suggestions for corrective action by the employee. An action plan will be developed to assist in the management and correction of the problem. Written documentation (Human Resources Employee Warning Form) will be placed in the employee's personnel file. Signature of the employee does not necessarily denote agreement with the action, only that they were made aware of the action
2. **Written warning.** The Supervisor and/or Program Manager will discuss clearly and frankly with the employee the reason(s) necessitating the written warning and present specific suggestions for corrective action to be taken by the employee. An action plan will be developed to assist in the management and correction of the problem. Written documentation (Human Resources Employee Warning Form) will be placed in the employee's personnel file.
3. **Suspension.** This step shall be considered the final warning. The supervisor will provide a written statement to the employee that clearly explains the reason(s) for the suspension, outlining the standards to be used in measuring improvement and what action will be taken if the deficiencies are not corrected. Suspended employees will be required to turn in keys and other Tribal property while on suspension. Copies of the signed Employee Warning will be placed in the employee's personnel file.

4. **Termination.** The final disciplinary action step taken by the employee's supervisor shall be termination of employment. All terminations shall be conducted in consultation with the Human Resources Director.

IX. DISCIPLINARY ACTIONS

An immediate supervisor shall initiate a request for disciplinary action to the Human Resources Director and this request will be commensurate with the seriousness of the violation of LTBB policies that has been committed. The activities listed below shall be considered prohibited conduct. An employee who commits these violations can be subject to disciplinary action. The following shall define the infractions and/or penalties or appropriate action to be taken by a supervisor for an employee committing violations of Tribal policies. The following list is not all-inclusive. LTBB retains the rights to modify the list as necessary.

W shall refer to: Written warning

S shall refer to: Suspension

T shall refer to: Termination

1. Work Performance

- a) Insubordination, including disobedience, or failure/refusal to carry out assignments or instructions. W/S/T.
- b) Loafing, loitering, sleeping or engaging in unauthorized personal business. W/S/T.
- c) Unauthorized disclosures of confidential information/records. S/T
- d) Falsifying records or giving false information to authorized departments or to employees responsible for record keeping. S/T.
- e) Intentional failure to provide accurate and complete information whenever an authorized person requires such information. S/T.
- f) Failure to comply with rules and regulations regarding health, safety and sanitation requirements. W/S/T.
- g) Negligence in the performance of assigned duties. W/S/T.

2. Attendance and Punctuality

- a) Failure to report promptly and observe work schedules, without verbal or written approval of the supervisor will result in the following disciplinary actions:

- i. 2 offenses in the same month - W
- ii. 3 offenses in the same month - S
- iii. 4 offenses in the same month - T

- b) Unauthorized absence from work during required hours of attendance will be subject to disciplinary action. When an employee is absent from work during required hours which results in lost time they will not accrue PTO during that pay period: W/S/T.

3. Use of Property

- a) Unauthorized or improper use of Tribal property or equipment. For example, vehicles, telephone or postage etc. W/S/T.
- b) Intentional unauthorized possession or removal of Tribal or another employee's property. S/T.
- c) Intentional misuse, lending, borrowing or duplicating of Tribal keys. S/T.
- d) Intentional unauthorized entry to Tribal property including unauthorized entry outside of assigned hours of work or entry into restricted areas without prior Supervisory approval. S/T.

4. Personal Actions and Appearance

- a) Threatening, attempting or doing bodily harm to another person. S/T
- b) Intimidating, interfering with or using abusive language towards others. S/T.
- c) Making false or malicious statements concerning other employees, supervisors or program heads. W/S/T.
- d) Use or possession of controlled substances during work hours without a prescription. S/T.

- e) Reporting for work under the influence of controlled substances. S/T.
- f) Failure to immediately report any work related injuries to the immediate supervisor. W/S.
- g) Unauthorized or improper use or possession of uniforms, identification cards, badges, permits or weapons. S/T.
- h) Direct involvement in an unauthorized political activity during scheduled work hours. W/S/T
- i) The acceptance of any gifts or gratuities by Tribal employees in the course of their official duties or responsibilities for personal gain. W/S/T.
- j) Inappropriate dress or lack of personal hygiene, which adversely affects proper performance of duties or constitutes a health or safety hazard. W/S.
- k) Failure to exercise proper judgment. W/S/T.
- l) Failure to be courteous in dealing with fellow employees or the general public. W/S/T.
- m) Employees who are incarcerated for any reason which affects work attendance and results in lost time will be subject to the following disciplinary action: W/S/T.

5. Suspensions

Should a disciplinary action result in a suspension of the employee, the following guidelines shall apply:

- a) The supervisor shall consult with Human Resources Director and Tribal Administrator in mutually determining the length of suspension.
- b) In no case shall the length of suspension exceed five- (5) work days in duration.
- c) Suspensions pending further investigation can be with or without pay and in no case shall the length of suspension exceed thirty (30) work days in duration.

6. Substance Abuse

- a) Violation of rules (4d) and (4e) will result in the Human Resources Director making an immediate referral to a licensed Substance Abuse Program for the disposition of the situation to the proper agency to assist the individual in dealing with these problems.

- b) Misuse/abuse of drugs and/or alcohol.

An employee who has a severe alcohol or drug abuse problem and willfully solicits the help of the Tribe shall not be disciplined if he or she enters into a professional treatment plan directed at solving the problem.

- c) If an employee enters and completes a professional treatment plan after the first or second offense, notice of disciplinary actions related to drug and/or alcohol will be removed from the employee's personnel file twelve (12) months after successfully completing the program and returning to work. A third drug or alcohol related offense, within a twelve (12) month period, regardless of whether or not the employee has successfully completed a professional treatment program shall be ground for termination.
- d) If an employee is directed and refuses to receive treatment this will be considered grounds for immediate termination. After completion of a treatment program, any repeated offense will be considered grounds for immediate termination.

Little Traverse Bay Bands of Odawa Indians ("LTBB" or "Tribe") Employee Termination or Reduction in Pay Grievance Procedure (herein after known as the "Grievance Procedure")

FINDINGS AND PURPOSES:

- (1) The Tribal Council finds that employment opportunities provided by LTBB promote the health, safety, welfare and economic security of employees of the Tribe.
- (2) The Tribal Council recognizes and finds that the Tribe, Agencies and instrumentalities of the Tribe have sovereign immunity from suit in Tribal Court, all other courts and administrative proceedings; except to the extent such immunity has been clearly and expressly waived by the LTBB Constitution, Tribal Council or by the United States Congress.
- (3) The Tribal Council finds sovereign immunity serves an important function in preserving the Tribal Council's ability to manage limited Tribal resources. This allows the Tribe to provide important governmental services and take other action to promote the health, safety, welfare and economic security for the benefit of Tribal members and Tribal employees.
- (4) The Tribal Council finds that the remedy provided to Tribal employees by this grievance procedure will enhance the employment relationship between the Tribe and Tribal employees.

I. Grievance Procedure Overview

A. Stages of the Grievance Procedure

The grievance procedure contains five possible phases:

- 1. Management Resolution Steps**
- 2. Request for a Hearing**
- 3. Hearing**
- 4. Review of Hearing Decisions**
- 5. Grievance Noncompliance Appeal**

B. Actions Which May Initiate This Grievance Procedure

The only action, which may qualify a governmental employee to access this grievance procedure, is permanent employment termination or reduction in pay.

C. Access to the Grievance Procedure

To access the grievance procedure, a Claimant must meet all of the following criteria:

1. Must be or have been a full time governmental employee at the time of dismissal or reduction in pay.
2. Must have been a non-probationary governmental employee of the Tribe at the time of dismissal or reduction in pay.
3. Must have been employed by the Tribe on the governmental side at the time of dismissal or reduction in pay.
4. The grievance pertains to governmental employment. (This means a full-time employee of the government who is also an employee at a Tribal enterprise may not use this process as a grievance procedure between the employee and the Tribal enterprise.)

The Claimant's Human Resources Director may deny a Claimant access to the grievance procedure on any of the grounds listed above at any point following receipt of a written grievance. If management denies the Claimant access to the grievance procedure, the Claimant may ask the Tribal Administrator to grant them access. The Claimant must make a written request to the Tribal Administrator within 7 calendar days of receiving notification that access had been denied. The Tribal Administrator's decision to deny access to the grievance procedure on any of the above is final.

If the Claimant is ultimately determined to have access to the grievance procedure, the grievance is returned to the appropriate resolution step for a response on the merits.

II. Initiating a Grievance (step 1)

A. A Claimant must initiate a grievance on a fully completed "Termination or Reduction in Pay Grievance Form." The grievance form will be available at the Human Resources Department and is also available on Tribe's web-site. The grievance form must state the claim, the facts in support of the claim, and the relief requested. If there is not enough space on the grievance form for a complete statement, attachments may be used. Once the grievance is initiated, additional claims may not be added.

A Claimant's grievance must:

1. Be presented to Human Resources within 14 calendar days of the Claimant's dismissal or reduction in pay;
2. Pertain directly and personally to the Claimant's own employment;
3. Not be used to harass or otherwise impede the efficient operations of Tribal government;
4. Not have been pursued through another process (for example, a law suit filed in court);
5. Not duplicate another grievance challenging the same action or arising out of the same facts.

If any of these requirements are not met, management shall notify the Claimant, using the Grievance Form that the grievance will be administratively closed due to noncompliance. The Tribal Administrator's decision to deny access to the grievance procedure on any of the above is final.

B. Management Resolution Step

The Human Resources Director must:

1. Accept the grievance
2. Enter the date of receipt on the Grievance Form
3. Forward the Grievance to the Tribal Administrator by the next business day

The Tribal Administrator:

1. After receiving the written grievance, the Tribal Administrator should identify the issues, gather information and review the facts or in the case where the Tribal Administrator is the direct supervisor of the Claimant, the grievance proceeds directly to the hearing phase.
2. Within 7 calendar days of the Tribal Administrator's receipt of the grievance, a meeting must be held to discuss the issue in dispute. The Claimant and the Tribal Administrator must be at this meeting. Others may participate with the consent of the Tribal Administrator. However, no attorney shall represent either party at the meeting. The meeting should not be adversarial or treated as a hearing. Arguments and cross-examination are not allowed at this meeting. The meeting must not be recorded unless one of the parties has a disability as defined by the Americans with Disabilities Act that would be accommodated by recording the meeting.
3. Within 7 calendar days of this meeting, the Tribal Administrator must provide a written response on the grievance "Form A" or an attachment. The response must address the issues and the relief requested and shall notify the Claimant of their procedural options.
4. The Tribal Administrator may uphold the employee's termination or reduction in pay or implement appropriate remedies on behalf of the Claimant. The Tribal Administrator may not implement remedies on behalf of the Claimant that are inconsistent with Tribal law, federal law or Tribal personnel policies. If granting the Claimant relief, the Tribal Administrator should consider the relief requested in the written grievance.

Examples of relief, which may be implemented:

1. Reinstatement to the Claimant's former position, or, if occupied, hiring into an objectively similar position at the same rate of pay;
2. Upholding, reducing or rescinding the termination or reduction in pay;
3. An award of full, partial, or no back pay, from which interim earnings must be deducted;
4. The restoration of full benefits and seniority.

Examples of relief, which are not appropriate:

1. Establishing or revising compensation, classification or benefits;
2. Establishing or revising Tribal policies, procedures, rules, or regulations;
3. Suggesting any adverse action against a Claimant (other than upholding or reducing the action challenged by the grievance);
4. Any other relief that is inconsistent with the grievance statute or procedure.

Within 7 calendar days of receiving the Tribal Administrator's response, the Claimant must:

1. Indicate on the termination grievance form their intention to continue to the hearing process and submit the form to the Tribal Administrator; or
2. Indicate on the grievance form their intention to conclude the grievance and submit the form to the Tribal Administrator.

III. Third Party Hearing

The Tribe shall retain an impartial Hearing Officer for appeals from the above. An impartial Hearing Officer shall be selected at random from a pool of candidates selected by Tribal Council. An impartial Hearing Officer must be appointed within 14 calendar days of the claimant's request to continue to a Third Party Hearing.

A. The Grievance Hearing (step 2)

A Grievance Hearing must be held and a written decision issued within 30 calendar days of the Hearing Officer's appointment. This time can be extended only upon a showing of just cause to the Hearing Officer.

It is the responsibility of the Hearing Officer to notify the parties, in writing of the date, time, and place of the hearing. Service shall be by registered return receipt mail service or personal service.

The holding of the grievance-hearing timetable can be extended only by agreement of the parties in a signed writing or for just cause.

The hearing must be held in the locality where the Claimant is or has been employed. The Tribe must arrange a place for the hearing unless the Hearing Officer chooses to make the arrangements.

B. Pre-Hearing Conference

A pre-Hearing conference is encouraged. This conference can be conducted in person or by telephone. This conference provides an opportunity to improve the management of the hearing by addressing procedural and evidentiary issues.

C. Length of Grievance Hearing

A hearing is to last no more than one day, unless the Hearing Officer determines that the time is insufficient for a full and fair presentation of the evidence by both sides. The Hearing Officer may grant a postponement or extend the 30-day period for just cause.

D. Absence from the Grievance Hearing

The Hearing Officer shall provide a phone number Parties can reach the Hearing Officer at immediately before and during the scheduled hearing time in case a Party needs to request an emergency postponement. The Parties must appear at the Grievance Hearing, request a postponement or show just cause for failure to do either. Just cause shall be determined by the Hearing Officer, but shall be limited to sudden injury, illness, or other like emergencies that

would cause great detriment to the Party at issue or their dependants (minors or elders in their care) if not addressed by the Party in an immediate fashion, that could not have been addressed earlier. The Hearing Officer has the discretion to grant or deny a request for a postponement. The Hearing Officer has the discretion to excuse an absence for just cause and reschedule the Grievance Hearing. However, the Grievance Hearing and decision may go beyond the 30-day time limit only upon a showing of just cause as outlined above. Should the Claimant fail to appear at the hearing without just cause, to be determined by the Hearing Officer within 3 working days of the hearing, the Claimant's grievance shall be deemed dropped by the Claimant and ineligible for renewal or revival. In order to make a just cause determination, the Hearing Officer may accept or request statements or proofs of just cause as necessary (such as a doctor's note). Should the Tribe fail to have a representative at the Grievance Hearing without just cause, the Tribe will be required to grant the relief requested in the grievance within 3 working days of the Grievance Hearing.

E. Recording the Grievance Hearing

The Tribe is responsible for providing proper recording equipment, unless the Hearing Officer plans to provide it. The Hearing Officer is responsible for recording the hearing and preserving the recording as part of the grievance record, which shall be kept in the Human Resources Department. Either party may receive a copy of the recording, if requested, for the cost of reproduction.

F. Authority of the Hearing Officer

Hearing Officers have the authority to:

1. Hold a pre-Hearing conference
2. Require the parties to exchange a list of witnesses and documents
3. Issue subpoenas for the appearance of witnesses at hearing and the production of documents
4. Decide whether non-parties may attend the hearing
5. Record the hearing verbatim
6. Administer oaths
7. Admit evidence, exclude evidence, and accept offers of proof of excluded evidence
8. Rule on procedural requests
9. Render written determinations on qualified grievances suggesting appropriate relief
10. Take other actions as necessary or specified in the grievance procedure.

G. Rules for the Grievance Hearing

Grievance Hearings are to proceed as follows:

1. Parties may represent themselves or may be represented by an individual of choice; this representative does not have to be an attorney
2. The Tribe must present its evidence first and must show by a preponderance of the evidence that the action was warranted and appropriate under the circumstances
3. Opening and closing statements may be made by each party
4. Formal rules of evidence do not apply
5. Testimony and exhibits may be admitted into evidence and made part of the record

6. Non-party witnesses are not to be present in the hearing except to give testimony and be cross-examined
7. The hearing should be closed to the public unless both parties stipulate to the contrary

H. Hearing Officer's Determinations

A Hearing Officer's determinations must be in writing. The determinations must contain findings of fact on the material issues and the grounds in the record for those findings. The Hearing Officer must send his decision by certified mail, return receipt requested, to each party.

Hearing Officers may determine appropriate remedies but may not determine relief that is inconsistent with Tribal law or federal law or Tribal personnel policies. In suggesting relief, the Hearing Officer should consider the relief requested in the written grievance.

(a) Examples of relief, which may be determined:

1. Reinstatement to the Claimant's former position, or, if occupied, hiring into an objectively similar position at the same rate of pay
2. Upholding, reducing or rescinding the termination or reduction in pay
3. An award of full, partial, or no back pays, from which interim earnings must be deducted
4. The restoration of full benefits and seniority

(b) Examples of relief that is not appropriate:

1. Establishing or revising compensation, classification or benefits
2. Establishing or revising Tribal policies, procedures, rules, or regulations
3. Suggesting any adverse action against a Claimant (other than upholding or reducing the action challenged by the grievance)
4. Directing the methods, means or personnel by which work activities are to be carried out
5. Award damages, or,
6. Any other relief that is inconsistent with the grievance statute or procedure

IV. Noncompliance with the Grievance Procedure

A. General

If a party fails to comply with a provision of the grievance procedure, the opposing party may challenge such noncompliance to the Hearing Officer, who is authorized to issue final, nonappealable rulings on compliance challenges between parties. No noncompliance challenges can be made after the issuance of the Hearing Officer determination.

A challenge to the Hearing Officer will stop the grievance process. The grievance process will resume when the Hearing Officer issues a ruling on the challenge. The Hearing Officer's ruling on the challenge must be made within 7 calendar days of the challenge, extending the thirty day hearing period by the length of time it takes to make the challenge.

B. Grievance Noncompliance Appeal

The Claimant's "Form A" must comply with the requirements for initiating a grievance.

If the "Form A" does not comply Management will notify the Claimant, that the grievance will be administratively closed due to noncompliance. The Claimant may request, within 7 calendar days of receiving notice that the grievance will be closed, that a Grievance Hearing Officer decide whether the grievance is in compliance and can proceed. The Hearing Officer shall be selected in accordance with section 4. The Hearing Officer shall only review the documents to reach the compliance determination.

C. Party Noncompliance

Once the grievance has successfully been initiated, parties must comply with the requirements of the grievance procedure. The Tribe must follow the Hearing Officer's final written determinations made in response to a Grievance Hearing unless appealing the determination as allowed by the grievance procedure. All claims of noncompliance should be raised immediately. By proceeding with the grievance after becoming aware of a procedural violation, one may forfeit the right to challenge the noncompliance at a later time. To remedy noncompliance, a party must:

1. Notify the other party in writing of the noncompliance (if the Tribe is out of compliance, written notice of noncompliance must be made to the Tribal Administrator)
2. Allow the other party 7 calendar days after receipt of the written notice to correct the noncompliance
3. If the noncompliance is not corrected, the party may request a ruling from a Hearing Officer (providing the other party with a copy of that request); the request must identify the specific requirement of the grievance procedure that has not been followed
4. If the noncompliance is corrected within the 7 calendar days, the party is considered in compliance and no relief will be available from Hearing Officer, and,
5. If the Hearing Officer finds that a party has failed to correct the noncompliance within the 7 calendar days, the Hearing Officer may (i) order the party to correct the noncompliance, or (ii) where a substantial procedural requirement of the grievance procedure was violated without just cause, render a final, binding and nonappealable decision against the noncomplying party on any qualifying issue

V. Review of a Hearing Officer's Determinations

A. General

A Hearing Officer's determination must be consistent with Tribal law and federal law and Tribal personnel policies. Once a Hearing Officer's recommendation is made, it is subject to Tribal Court review only for a decision as to whether the Hearing Officer's determination was arbitrary and capricious or inconsistent with Tribal law or federal law or Tribal personnel policies, or a determination on whether the Tribe failed to follow the Hearing Officer's recommendation and then an order to do so with whatever additional remedies the Court deems just. The Tribe only waives its sovereign immunity for determinations as to whether the Hearing Officer's determination was arbitrary and capricious or inconsistent with Tribal law, federal law or Tribal personnel policies.

In order to file an appeal on behalf of the Tribe, the appeal must receive approval from Tribal Council by a majority vote of Tribal Council. A request for an appeal must be submitted to Tribal Council within 14 calendar days of the Hearing Officer's determination. The Tribal Council must provide a response at the next regularly scheduled Tribal Council meeting.

VI. Additional Grievance Procedure Rules

A. Computation of Time

In computing any period of time required by this procedure, the day of the event from which the designated period of time begins to run shall not be included.

Example: If the Tribe receives the grievance "Form A" from a Claimant on Tuesday, then Wednesday is considered the first of the 7 calendar days in which the Tribe must respond to the grievance.

B. Extension of Timeframes

Upon mutual agreement, parties to a grievance may extend all pre-qualification time limits including, but not limited to, the 30-calendar day grievance initiation requirement. After a Hearing Officer is assigned, a request for postponement of the Grievance Hearing must be directed to the Hearing Officer. All extension agreements must be in writing.

C. Costs of a Grievance Hearing

While the cost of the Hearing Officer and the facilities for the Grievance Hearing shall be borne by the Tribe, incidental costs of a Grievance Hearing for the parties such as transportation, meals, and lodging for the Claimant is the sole responsibility of the Claimant.

D. Reasonable Accommodations for Disabled Persons

The Tribe must provide reasonable accommodations for disabled persons as defined in the American's with Disabilities Act participating in the grievance process.

VII. Definitions

Arbitrary or Capricious - In disregard of the facts or without a reasoned basis.

Attachments - Documents joined with the grievance form in the resolution steps and in the qualification decision.

Back Pay - Retroactive payment of wages, bonuses, leave or other benefits, overtime (if a requisite of the job) and other forms of fixed compensation, as directed by the hearing officer.

Claimant - An employee of the Tribe who files a grievance under this procedure.

Cross-Examination - Questioning by the opposing party to test the truth or further develop the prior testimony of a witness.

Discrimination - Different or hostile treatment based on race, color, religion, political affiliation, age, disability, national origin, or sex except Indian and Tribal preference as allowed under Tribal law or Federal law is not discrimination.

Grievance - Written complaint on the grievance form stating the nature of the claim, the facts in support of the claim, and the relief requested.

Harass - Action taken with the intent or purpose of impeding the operations of the Tribe.

Termination - Separation, which is not of free, will; resignation obtained through misrepresentation, deception, duress, coercion, or time pressure.

Just Cause - A reason sufficiently compelling to excuse not taking a required action in the grievance process.

Noncompliance - Failure to follow a grievance procedure rule.

Offers of Proof - Documents, testimony and other evidence offered but not admitted into the record.

Preponderance of the Evidence - Evidence, which shows that what is sought to be proven, is more probable than not; evidence that is more convincing than the opposing evidence.

Reduction In Pay - Actions taken regarding an individual employee. This does not include across the board actions that affect all employees.

Pay - Wages, bonuses, leave or other benefits, overtime if a requisite of the job and other forms of compensation.

APPLICABLE LAW:

Tribal law and applicable federal law apply to the terms and conditions of employment with the Tribe and any Tribal entity and likewise shall govern all petitions for judicial review of final employment decisions.

Little Traverse Bay Bands of Odawa Indians

Human Resources Department

7500 Odawa Circle, Harbor Springs, MI 49740

Tele: (231) 242-1555 Fax: (231) 242-1565

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about LTBB, and I understand that I should consult my Supervisor, the Tribal Administrator or the Human Resources Director regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee Signature

(Print) Employee Name

Date